

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Subordination		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SQUARE 1 BANK		07/11/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CREDIT CASH NJ, LLC		
Street Address:	505 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3414959	DMT	
Registration Number:	2565863	ELLIPTICALTRAINERS.COM	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Amster, Rothstein & Ebenstein LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	2717717		
NAME OF SUBMITTER:	Richard S. Mandaro		

CH \$65.00 3414959

Signature:	/Richard S. Mandaro/
Date:	07/12/2012
Total Attachments: 9 source=Notice of Subordination#page1.tif source=Notice of Subordination#page2.tif source=Notice of Subordination#page3.tif source=Notice of Subordination#page4.tif source=Notice of Subordination#page5.tif source=Notice of Subordination#page6.tif source=Notice of Subordination#page7.tif source=Notice of Subordination#page8.tif source=Notice of Subordination#page9.tif	

**NOTICE OF SUBORDINATION
OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS NOTICE OF SUBORDINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Notice of Subordination"), dated as of July 11, 2012, is made in favor of CC FUNDING, a division of CREDIT CASH NJ, LLC, a DE company with an operating office at 505 Park Ave., 6th FL., New York, NY 10022 ("CREDIT CASH") by SQUARE 1 BANK (the "Subordinating Party").

WHEREAS, SQUARE 1 BANK and INTERNETFITNESS.COM, INC. entered into an Intellectual Property Security Agreement dated December 7, 2009;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 10, 2009 at Reel/Frame 4112/0202;

WHEREAS, pursuant to the terms of the Intellectual Property Security Agreement, INTERNETFITNESS.COM, INC. granted to SQUARE 1 BANK an encumbrance in and to certain of INTERNETFITNESS.COM, INC.'s property, as the owner of certain U.S. trademark registrations, including those trademarks as set forth in Schedule A attached hereto (the "Intellectual Property Collateral");

WHEREAS SQUARE 1 BANK now wishes to subordinate its interest in the Intellectual Property Collateral to CREDIT CASH as reflected in the attached Intercreditor Agreement, dated July 3, 2012, between CREDIT CASH NJ, LLC and SQUARE 1 BANK, attached hereto as Schedule B (the "Intercreditor Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SQUARE 1 BANK hereby agrees that so long as the Intercreditor Agreement remains in effect, the security interest or lien of CREDIT CASH in the Intellectual Property Collateral, shall be superior and prior in right to any security interest or lien of SQUARE 1 BANK now or hereafter existing.

SQUARE 1 BANK hereby authorizes CREDIT CASH to attend to all formalities related to the recordation of this Notice of Subordination with The United States Patent and Trademark Office and agrees to execute, upon the reasonable request of CREDIT CASH, such additional documents as may be necessary to give full effect to the rights of CREDIT CASH under this Notice of Subordination.

IN WITNESS WHEREOF, SQUARE 1 BANK has caused this Notice of Subordination to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

SQUARE 1 BANK
As Subordinating Party

By: 
Printed Name: Patrick K. Cahill
Title: AVP

SCHEDULE A

Registered Trademarks In Which Square is Subordinating its Security Interest:

Registration Number	Trademark
3,414,959	DMT
2,565,863	ELLIPTICALTRAINERS.COM

SCHEDULE B

INTERCREDITOR AGREEMENT

This Intercreditor Agreement ("Agreement") is entered into by and between CC FUNDING, a division of CREDIT CASH NJ, LLC ("Credit Cash") and SQUARE 1 BANK ("Bank").

WHEREAS, Credit Cash has been requested by INTERNETFITNESS.COM, INC., a Delaware corporation (referred to herein as "**Borrower**"), to extend financial accommodations to it pursuant to a Credit Card Receivables Advance Agreement (the "**Credit Cash Loan Agreement**") and Credit Cash is unwilling to do so unless in connection therewith it has obtained a first and prior security interest in the following collateral:

(a) all accounts receivable of Borrower including, without limitation, all credit card receivables; (b) the Collection Account (as defined in Section 1(b) of the Credit Cash Loan Agreement); (c) all rights to receive payments from Borrower's credit card processor and all other rights arising out of or otherwise relating to the processor agreement between Borrower and its processor; (d) all inventory, merchandise, materials, whether raw, work in progress or finished goods, packaging and shipping materials and all other tangible property held for sale or lease, (e) general intangibles, including but not limited to patents, trademarks and tradenames and the goodwill and inherent value associated therewith, tax refunds, customer lists, insurance claims and goodwill of Borrower; and (f) all proceeds of the foregoing (the "**Credit Cash Priority Collateral**"). It is understood and agreed that Credit Cash has been granted a lien in substantially all of the assets of the Borrower and except for the Credit Cash Priority Collateral, the liens granted to Credit Cash shall be subordinate in right to those of Bank, subject to the terms set forth herein.

WHEREAS, Bank and Borrower are party to that certain Loan and Security Agreement dated as of December 7, 2009, as amended from time to time (the "**Bank Loan Agreement**").

WHEREAS, Credit Cash is unwilling to extend financial accommodations to Borrower unless the security interest of Bank, insofar as it is in the Credit Cash Priority Collateral, is subordinated to Credit Cash.

WHEREAS, Bank is unwilling to continue to extend financial accommodations to Borrower unless the security interest of Credit Cash, insofar as it is in any assets of Borrower other than the Credit Cash Priority Collateral, is subordinated to Bank.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed:

1. That the aforesaid security interest or lien of Credit Cash in and to any now or hereafter existing asset or property of Borrower constituting Credit Cash Priority Collateral shall be superior and prior in right to any security interest or lien of Bank now or hereafter existing in and on any such assets or property constituting Credit Cash Priority Collateral.

It is understood and agreed that Bank's agreement to subordinate its interest in the Credit Cash Priority Collateral does not, in any way, affect Bank's interest or priority in any other asset or property of the Borrower that is not Credit Cash Priority Collateral (the "Bank Priority Collateral").

2. Credit Cash subordinates to Bank any security interest or lien that Credit Cash may have in any property of Borrower, excluding Credit Cash's interest in the Credit Cash Priority Collateral. Notwithstanding the respective dates of attachment or perfection of the security interest of Credit Cash and the security interest of Bank, the security interest of Bank in the Bank Priority Collateral shall at all times be prior to the security interest of Credit Cash.
3. Except as explicitly set forth in this Agreement, all obligations of Borrower to Credit Cash are subordinated in right of payment to all obligations of Borrower to Bank now existing or hereafter arising, together with all costs of collecting such obligations (including attorneys' fees), including, without limitation, all interest accruing after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding, including the Bank Loan Agreement (the "Bank Debt").
4. Credit Cash will not demand or receive from Borrower (and Borrower will not pay to Credit Cash) all or any part of the obligations of Borrower to Credit Cash, by way of payment, prepayment, setoff, lawsuit or otherwise, nor will Credit Cash, (a) exercise any remedy with respect to the Bank Priority Collateral, or (b) commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against Borrower, for so long as any portion of the Bank Debt remains outstanding; provided that Credit Cash may collect and/or receive from Borrower proceeds of the Credit Cash Priority Collateral in the ordinary course as explicitly provided herein and Credit Cash may also accelerate any and all amounts owing to Credit Cash under the Credit Cash Loan Agreement pursuant to the terms of the Credit Cash Loan Agreement for the purpose of exercising its rights against the Credit Cash Priority Collateral.
5. The aforesaid respective subordinations shall be effective notwithstanding the terms or provisions of any agreement or arrangement which Bank or Credit Cash may now or hereafter have with the Borrower, or any rule of law, and irrespective of the time, order or method of attachment or perfection of any financing statement, recordation or other filing of public record.
6. So long as any of the Borrower's obligations to Credit Cash remain unpaid, Credit Cash shall have the sole and exclusive right to control, administer, account for, and safeguard the Credit Cash Priority Collateral, including but not limited to the sole and exclusive right to collect all of the credit card receivables of Borrower and retain a portion of such proceeds to repay the Credit Cash loans, all as more fully provided in the Credit Cash Loan Agreement. Bank agrees that, so long as any Borrower obligations to Credit Cash remain outstanding, Bank will not exercise any rights or assert any claims with respect to any Credit Cash Priority Collateral, including credit card receivables or the proceeds thereof.

7. So long as any of the Borrower's obligations to Bank remain unpaid, Bank shall have the sole and exclusive right to control, administer, account for, safeguard and otherwise treat the Bank Priority Collateral. Credit Cash agrees that, so long as any Borrower obligations to Bank remain outstanding, Credit Cash will not exercise any rights or assert any claims with respect to any Bank Priority Collateral.
8. In the event Borrower should file bankruptcy or seek reorganization under state or federal insolvency laws, Bank agrees that it will not assert any claims to the monies collected and/or retained by Credit Cash pursuant to the Credit Cash Loan Agreement and not otherwise prohibited by this Agreement prior to, during or after any such filing, nor shall Bank object to any motion by Credit Cash and/or Borrower seeking authorization or permitting Credit Cash to continue to collect and retain the credit card proceeds during any such bankruptcy, reorganization or insolvency proceedings.
9. In the event of Borrower's insolvency, reorganization, or any case or proceeding under any bankruptcy or insolvency law or laws relating to the relief of debtors, the provisions of this Agreement shall remain in full force and effect, and Bank's claims against Borrower and the estate of Borrower shall be paid in full before any payment is made to Credit Cash, with the exception that Credit Cash shall have the right to repossess and dispose of the Credit Cash Priority Collateral and apply the proceeds from such a disposition to amounts owing from Borrower to Credit Cash, in accordance with applicable law.
10. In the event of a default by Borrower pursuant to the obligations due to either Credit Cash or Bank, Credit Cash's interest in the Credit Cash Priority Collateral shall be superior in right to that of Bank until such time as all of the obligations of Borrower to Credit Cash are satisfied in full. Credit Cash and Bank each agree to provide written notice to the other prior to or simultaneously with any notice of default delivered to Borrower.
11. All notices, requests, demands and other communications under this Agreement shall be in writing and will be personally served, telecopied or sent by overnight courier service or United States mail and will be deemed to have been given: (i) if delivered in person, when delivered; (ii) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. New York time or, if not, on the next succeeding business day; (iii) if delivered by overnight courier, the following business day after depositing with such courier, properly addressed; or (iv) if by U.S. Mail, four (4) business days after depositing in the United States mail, with postage prepaid and properly addressed. All notices, requests and demands are to be given or made to the respective parties at the addresses set forth below or at such other addresses as either party may designate in writing by notice in accordance with the provisions of this paragraph.

If to Bank:

Square 1 Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
Attention: Loan Documentation Department
Fax No: (919) 314-3080

If to Credit Cash:

Credit Cash
505 Park Avenue, 6th Floor
New York, New York 10022
Attention: Portfolio Manager
Fax No.: (212) 838-4820

12. This Agreement shall remain in full force and effect until all obligations to either Credit Cash or Bank have been paid in full and such party no longer has an obligation to extend credit to Borrower. As soon as practicable upon request by a party, the other party agrees to execute and deliver an acknowledgement of satisfaction and termination of its security interests after such other party has been indefeasibly paid in full.
13. Bank warrants and represents that it has not assigned or transferred any interest or rights in any security interest subordinated by this Agreement.
14. This Agreement in no way affects any security interest or lien which Bank may have in property of the Borrower other than the Credit Cash Priority Collateral. Nothing contained herein shall be construed as a waiver by Bank of any rights other than as expressly set forth hereinabove.
15. This Agreement is solely and exclusively for the benefit of the parties hereto and their permitted successors and assigns and no present or future third parties or entities are intended nor shall be deemed to derive any benefit from this Agreement.
16. This Agreement shall be governed by the laws of the State of New Jersey. **EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**
17. This document contains the entire agreement of the parties on the subject matter hereof, and there are no other terms, covenants or conditions except as specifically set forth herein.

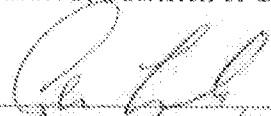
18. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument. An executed facsimile of the Agreement shall be deemed to be a valid and binding agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 29th day of July, 2012.

SQUARE 1 BANK

By: _____
Name: _____
Title: _____

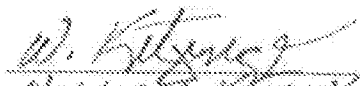
CC FUNDING, a division of CREDIT CASH NJ, LLC

By: 
Name: Ryan Linder
Title: CEO

Borrower acknowledges and consents to the foregoing Intercreditor Agreement and further acknowledges and agrees that it derive substantial benefit from its execution and delivery.

ACKNOWLEDGED:

BORROWER

By: 
Name: William J. Williams
Title: CEO

18. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument. An executed facsimile of the Agreement shall be deemed to be a valid and binding agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 3rd day of July, 2012.

SQUARE 1 BANK

By: [Signature]
Name: Sheri B. Kuntz
Title: Assistant Controller, LLC

CC FUNDING, a division of CREDIT CASH NJ, LLC

By: [Signature]
Name: Debra L. Lantz
Title: VP

Borrower acknowledges and consents to the foregoing Intercreditor Agreement and further acknowledges and agrees that it derive substantial benefit from its execution and delivery.

ACKNOWLEDGED:

BORROWER

By: _____
Name: _____
Title: _____